

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

SERGIO BARON, Individually and On  
Behalf of All Others Similarly Situated,

Plaintiff,

v.

JENNIFFER D. DECKARD, MARK E.  
BARRUS, MICHAEL F. BIEHL,  
ANDREW D. EICH, and RICHARD A.  
NAVARRE,

Defendants.

**Case No. 1:21-cv-0238**

**CLASS ACTION COMPLAINT FOR  
VIOLATIONS OF THE FEDERAL  
SECURITIES LAWS**

**JURY TRIAL DEMANDED**

Plaintiff Sergio Baron (“Plaintiff”), individually and on behalf of all others similarly situated, by and through his attorneys, alleges the following upon information and belief, except as to those allegations concerning Plaintiff, which are alleged upon personal knowledge. Plaintiff’s information and belief is based upon, among other things, his counsel’s investigation, which includes without limitation: (a) review and analysis of regulatory filings made by Covia Holdings Corporation (“Covia”) f/k/a Fairmount Santrol Holdings Inc. (“Fairmount Santrol,” and together with “Covia,” the “Company”) with the United States (“U.S.”) Securities and Exchange Commission (“SEC”); (b) review and analysis of press releases and media reports issued by and disseminated by Covia; and (c) review of other publicly available information concerning Covia.

#### **NATURE OF THE ACTION AND OVERVIEW**

1. This is a class action on behalf of persons and entities that purchased or otherwise acquired Covia and/or Fairmount Santrol securities between March 15, 2016 and June 29, 2020, inclusive (the “Class Period”). Plaintiff pursues claims against the Defendants under the Securities Exchange Act of 1934 (the “Exchange Act”).

2. On or about June 1, 2018, Fairmount Santrol and Unimin Corporation (“Unimin”) entered into a strategic combination with the combined company to be named Covia. Covia is purportedly in the business of minerals and materials solutions for the industrial and energy markets, including producing proprietary sand for use in fracking.

3. On March 22, 2019, after the market closed, the Company revealed that it had “received a subpoena from the SEC seeking information relating to certain value-added proppants marketed and sold by Fairmount Santrol or Covia within the Energy segment since January 1, 2014.”

4. On this news, Covia’s stock price fell \$0.45 per share, or 6.9%, to close at \$6.05 per share on March 25, 2019, on unusually heavy trading volume.

5. On November 6, 2019, the Company disclosed that “the SEC has requested additional information and subpoenaed certain current and former employees to testify.”

6. On this news, Covia’s stock price fell \$0.07, or approximately 4.3%, to close at \$1.56 per share on November 6, 2019.

7. On June 29, 2020, after the market closed, the Company announced that it had entered into a comprehensive restructuring agreement and voluntarily filed petitions under Chapter 11 of the United States Bankruptcy Code.

8. On June 30, 2020, the NYSE delisted the Company, stating that “the Company is no longer suitable for listing” after the announcement that it was filing for bankruptcy.

9. On this news, the Company’s share price fell \$0.18, or 37.5%, from a close of \$0.48 per share on June 29, 2020 to the open on the OTC on July 1, 2020 at \$0.30 per share.

10. Throughout the Class Period, Defendants made materially false and/or misleading statements, as well as failed to disclose material adverse facts about the Company’s business, operations, and prospects. Specifically, Defendants failed to disclose to investors that: (1) the Company’s proprietary ‘value-added’ proppants were not necessarily more effective than ordinary sand; (2) the Company’s revenues, which were dependent on its proprietary ‘value added’ proppants, was based on misrepresentations; (3) when Company insiders raised this issue, the Defendants did not take meaningful steps to rectify the issue; and (4) that, as a result of the foregoing, Defendants’ positive statements about the Company’s business, operations, and prospects were materially misleading and/or lacked a reasonable basis.

11. As a result of Defendants’ wrongful acts and omissions, and the precipitous decline in the market value of the Company’s securities, Plaintiff and other Class members have suffered significant losses and damages.

### **JURISDICTION AND VENUE**

12. The claims asserted herein arise under Sections 10(b) and 20(a) of the Exchange Act (15 U.S.C. §§ 78j(b) and 78t(a)) and Rule 10b-5 promulgated thereunder by the SEC (17 C.F.R. § 240.10b-5).

13. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and Section 27 of the Exchange Act (15 U.S.C. § 78aa).

14. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b) and Section 27 of the Exchange Act (15 U.S.C. § 78aa(c)). Substantial acts in furtherance of the alleged fraud or the effects of the fraud have occurred in this Judicial District. Many of the acts charged herein, including the dissemination of materially false and/or misleading information, occurred in substantial part in this Judicial District.

15. In connection with the acts, transactions, and conduct alleged herein, Defendants directly and indirectly used the means and instrumentalities of interstate commerce, including the United States mail, interstate telephone communications, and the facilities of a national securities exchange.

### **PARTIES**

16. Plaintiff Sergio Baron, as set forth in the accompanying certification, incorporated by reference herein, purchased Covia securities during the Class Period, and suffered damages as a result of the federal securities law violations and false and/or misleading statements and/or material omissions alleged herein.

17. Defendant Jenniffer D. Deckard (“Deckard”) served as the President and Chief Executive Officer (“CEO”) of Fairmount Control from the start of the Class Period to June 2018, when Fairmount Santrol merged with Unimin. She also served as the President and CEO of Covia from June 2018 to March 2019.

18. Defendant Mark E. Barrus (“Barrus”) served as the interim Chief Financial Officer (“CFO”) of Fairmount Santrol from the start of the Class Period to May 2016.

19. Defendant Michael F. Biehl (“Biehl”) served as the CFO of Fairmount Santrol from May 2016 to May 2018.

20. Defendant Andrew D. Eich (“Eich”) served as the CFO of Covia from June 2018 to the end of the Class Period.

21. Defendant Richard A. Navarre (“Navarre”) has served as the CEO of Covia from September 2019 to the end of the Class Period.

22. Defendants Deckard, Barrus, Biehl, Eich, and Navarre (collectively the “Individual Defendants”), because of their positions with the Company, possessed the power and authority to control the contents of the Company’s reports to the SEC, press releases and presentations to securities analysts, money and portfolio managers and institutional investors, i.e., the market. The Individual Defendants were provided with copies of the Company’s reports and press releases alleged herein to be misleading prior to, or shortly after, their issuance and had the ability and opportunity to prevent their issuance or cause them to be corrected. Because of their positions and access to material non-public information available to them, the Individual Defendants knew that the adverse facts specified herein had not been disclosed to, and were being concealed from, the public, and that the positive representations which were being made were then materially false and/or misleading. The Individual Defendants are liable for the false statements pleaded herein.

#### **RELEVANT NON-PARTY**

23. Covia is purportedly in the business of minerals and materials solutions for the industrial and energy markets, including producing proprietary sand for use in fracking. Covia incorporated under the laws of Delaware with its principal executive offices located in Independence, Ohio.

24. On or about June 1, 2018, Fairmount Santrol and Unimin entered into a strategic combination with the combined company to be named Covia. Under the agreement, for each share of Fairmount Santrol, shareholders received \$0.73 cash and 0.2 shares of Covia common stock. In lieu of fractional shares, shareholders received cash consideration.

25. Until its merger with Unimin, Fairmount Santrol traded on the New York Stock Exchange (“NYSE”) under the symbol “FMSA.” Following the merger, Covia’s shares traded on the NYSE under the symbol “CVIA” until June 30, 2020 when it was delisted from the exchange. Covia’s shares currently trade over-the-counter (“OTC”) under the symbol “CVIAQ.”

26. On June 29, 2020, the Company announced that it filed for Chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of Texas.

## **SUBSTANTIVE ALLEGATIONS**

### **Background**

27. Sand, used as a proppant, is an integral component of fracking. Proppant sand became a growing business. In a competitive industry, the Company differentiated itself with its purportedly high-quality fracking sand. The Company marketed the new products to the biggest drillers, who paid a premium for specialized sand from Fairmount Santrol and other producers as they sought to improve output by any means. At its peak price in the mid-2010s, sand coated with resin sold for \$250 per ton, a markup of \$150 per ton over the cost of raw sand.

28. In May 2017, the Company internally investigated claims that its proprietary proppants performed better than ordinary sand. Fairmount Santrol scientists testified that, according to internal tests, the Company’s most-marketed products did not perform much better than ordinary sand. However, the Company continued to market its proprietary proppants as better than ordinary sand.

29. Also in 2017, a whistleblower filed a complaint with the SEC regarding Fairmount Santrol.

**Materially False and Misleading  
Statements Issued During the Class Period**

30. The Class Period begins on March 15, 2016. On that day, the Company filed its annual report on Form 10-K with the SEC for the period ended December 31, 2015 (the “2015 10-K”). It contained certifications pursuant to the Sarbanes-Oxley Act of 2002 (“SOX”) signed by Defendants Deckard and Barrus attesting to the accuracy of financial reporting, the disclosure of any material changes to the Company’s internal control over financial reporting, and the disclosure of all fraud.

31. Regarding the Company’s purported proprietary proppant, the 2015 10-K stated, in relevant part:

*Develop and Commercialize High Performance Proprietary Proppants. We have a history of developing innovative technologies that increase the effectiveness of well completions, from conventional wells to the most complex, multi-stage horizontal wells. We have a new state-of-the-art research and development facility and a team of scientists, material engineers and process engineers focused on developing innovative and proprietary proppants.*

32. On March 9, 2017, the Company filed its annual report on Form 10-K with the SEC for the period ended December 31, 2016 (the “2016 10-K”). It contained SOX certifications signed by Defendants Deckard and Barrus attesting to the accuracy of financial reporting, the disclosure of any material changes to the Company’s internal control over financial reporting, and the disclosure of all fraud.

33. Regarding the Company’s purported proprietary proppant, the 2016 10-K stated, in relevant part:

*Coated Proppant.*

*We coat a portion of our API-spec produced sand with resin to enhance its performance as a proppant* using proprietary resin formulations and coating technologies.

\* \* \*

We have a history of partnering with our customers to *develop innovative solutions to enhance the effectiveness of well completions*, from conventional shallow wells to the most complex, multi-stage, horizontal wells. The nature of our vertically integrated model allows us to participate in each phase of proppant manufacturing and delivery and provides us a unique perspective into the current and future needs of our customers. *Our technical sales team works closely with market participants to demonstrate the value proposition our proppants offer* and stimulate market demand using data indicating enhanced hydrocarbon recoveries.

34. On March 13, 2018, the Company filed its annual report on Form 10-K with the SEC for the period ended December 31, 2017 (the “2017 10-K”). It contained SOX certifications signed by Defendants Deckard and Biehl attesting to the accuracy of financial reporting, the disclosure of any material changes to the Company’s internal control over financial reporting, and the disclosure of all fraud.

35. Regarding the Company’s proprietary proppant, the 2017 10-K stated, in relevant part:

*Value-Added Proppants.*

*We coat a portion of our API-spec produced sand with resin to enhance its performance as a proppant* using proprietary resin formulations and coating technologies.

\* \* \*

#### **Research and Development and Technical Innovation**

*We have a history of partnering with our customers to develop innovative solutions to enhance the effectiveness of well completions*, from conventional shallow wells to the most complex, multi-stage, horizontal wells. The nature of our vertically integrated model allows us to participate in each phase of proppant manufacturing and delivery and provides us a unique perspective into the current and future needs of our customers. *Our technical sales team works closely with market participants to demonstrate the value proposition our proppants offer and*



*stimulate market demand using data indicating enhanced hydrocarbon recoveries.*

36. The above statements identified in ¶¶ 30-36 were materially false and/or misleading, and failed to disclose material adverse facts about the Company's business, operations, and prospects. Specifically, Defendants failed to disclose to investors that: (1) the Company's proprietary 'value-added' proppants were not necessarily more effective than ordinary sand; (2) the Company's revenues, which were dependent on its proprietary 'value added' proppants, was based on misrepresentations; (3) when Company insiders raised this issue, the Defendants did not take meaningful steps to rectify the issue; and (4) that, as a result of the foregoing, Defendants' positive statements about the Company's business, operations, and prospects were materially misleading and/or lacked a reasonable basis.

#### **The Truth Slowly Materializes and Emerges**

37. On March 22, 2019, after the market closed, the Company filed its annual report on Form 10-K with the SEC for the period ended December 31, 2018 (the "2018 10-K"), revealing that the SEC was investigating the Company's value-added proppants. Specifically, the 2018 10-K stated:

*On March 18, 2019, we received a subpoena from the SEC seeking information relating to certain value-added proppants marketed and sold by Fairmount Santrol or Covia within the Energy segment since January 1, 2014. We are cooperating with the SEC's investigation. Given that the investigation is ongoing and that no civil or criminal claims have been threatened or brought to date, we cannot predict what, if any, further action the SEC may take regarding its investigation, and cannot provide an estimate of the potential range of loss, if any, that may result. Accordingly, no accrual has been made with respect to this matter.*

38. Despite the subpoena, the Company continued to make unfounded claims regarding its proppants. For example, the 2018 10-K stated: "We coat a portion of our sand with resin to *enhance certain performance characteristics* as a proppant using proprietary resin formulations and coating technologies."

39. On this news, Covia's stock price fell \$0.45 per share, or 6.9%, to close at \$6.05 per share on March 25, 2019, on unusually heavy trading volume.

40. On November 6, 2019, the Company filed its quarterly report on Form 10-Q for the period ended September 30, 2019, in which it stated that "the SEC has requested additional information and subpoenaed certain current and former employees to testify." Specifically, it stated:

On March 18, 2019, in connection with a non-public SEC investigation, we received a subpoena seeking information relating to certain value-added proppants marketed and sold by Fairmount Santrol or Covia within the Energy segment since January 1, 2014. ***Since the issuance of that subpoena, the SEC has requested additional information and subpoenaed certain current and former employees to testify.*** We have been cooperating with the SEC's investigation. The investigation is ongoing, and we cannot provide an estimate of the potential range of loss, if any, that may result. Accordingly, no accrual has been made with respect to this matter.

41. On this news, Covia's stock price fell \$0.07, or approximately 4.3%, to close at \$1.56 per share on November 6, 2019.

42. On June 29, 2020, after the market closed, the Company announced that it had entered into a comprehensive restructuring agreement and voluntarily filed petitions under Chapter 11 of the United States Bankruptcy Code.

43. On June 30, 2020, the NYSE delisted the Company, stating that "the Company is no longer suitable for listing" after the announcement that it was filing for bankruptcy.

44. On this news, the Company's share price fell \$0.18, or 37.5%, from a close of \$0.48 per share on June 29, 2020 to the open on the OTC on July 1, 2020 at \$0.30 per share.

45. On August 10, 2020, after the market closed, the Company filed a quarterly report on Form 10-Q with the SEC for the period ended June 30, 2020, in which it disclosed that it had received a Wells Notice indicating the SEC staff's recommendation to file an action against the company. Specifically, it stated:

***On July 7, 2020, we received a written Wells Notice from the SEC staff indicating the staff's preliminary determination to recommend to the Commission that the SEC file an action against the Company relating to the subject of this investigation.*** A Wells Notice is neither a formal charge of wrongdoing nor a finding that the Company violated any law. Rather, the Wells Notice provides the Company an opportunity to respond to issues raised by the SEC staff and offer its perspective prior to any SEC decision. The Company will continue to cooperate with the SEC's investigation and will make a submission to the SEC staff setting forth why no action should be commenced against it. The investigation is ongoing, and we cannot provide an estimate of the potential range of loss, if any, that may result. Accordingly, no accrual has been made with respect to this matter.

46. On November 19, 2020, *Bloomberg Businessweek* published an article entitled "Some Fracking Sand Was 'Revolutionary,' or Maybe It Was Just Sand," detailing the years-long fraudulent attempts to market its proprietary 'value-added' sand.

#### **CLASS ACTION ALLEGATIONS**

47. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3) on behalf of a class, consisting of all persons and entities that purchased or otherwise acquired Covia securities between March 15, 2016 and June 29, 2020, inclusive, and who were damaged thereby (the "Class"). Excluded from the Class are Defendants, the officers and directors of the Company, at all relevant times, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest.

48. The members of the Class are so numerous that joinder of all members is impracticable. Throughout the Class Period, Covia's shares actively traded on the NYSE. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff believes that there are at least hundreds or thousands of members in the proposed Class. Millions of Covia shares were traded publicly during the Class Period on the NYSE. Record owners and other members of the Class may be identified from

records maintained by Covia or its transfer agent and may be notified of the pendency of this action by mail, using the form of notice similar to that customarily used in securities class actions.

49. Plaintiff's claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Defendants' wrongful conduct in violation of federal law that is complained of herein.

50. Plaintiff will fairly and adequately protect the interests of the members of the Class and has retained counsel competent and experienced in class and securities litigation.

51. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class. Among the questions of law and fact common to the Class are:

(a) whether the federal securities laws were violated by Defendants' acts as alleged herein;

(b) whether statements made by Defendants to the investing public during the Class Period omitted and/or misrepresented material facts about the business, operations, and prospects of Covia; and

(c) to what extent the members of the Class have sustained damages and the proper measure of damages.

52. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation makes it impossible for members of the Class to individually redress the wrongs done to them. There will be no difficulty in the management of this action as a class action.

**UNDISCLOSED ADVERSE FACTS**

53. The market for Covia's securities was open, well-developed and efficient at all relevant times. As a result of these materially false and/or misleading statements, and/or failures to disclose, Covia's securities traded at artificially inflated prices during the Class Period. Plaintiff and other members of the Class purchased or otherwise acquired Covia's securities relying upon the integrity of the market price of the Company's securities and market information relating to Covia, and have been damaged thereby.

54. During the Class Period, Defendants materially misled the investing public, thereby inflating the price of Covia's securities, by publicly issuing false and/or misleading statements and/or omitting to disclose material facts necessary to make Defendants' statements, as set forth herein, not false and/or misleading. The statements and omissions were materially false and/or misleading because they failed to disclose material adverse information and/or misrepresented the truth about Covia's business, operations, and prospects as alleged herein.

55. At all relevant times, the material misrepresentations and omissions particularized in this Complaint directly or proximately caused or were a substantial contributing cause of the damages sustained by Plaintiff and other members of the Class. As described herein, during the Class Period, Defendants made or caused to be made a series of materially false and/or misleading statements about Covia's financial well-being and prospects. These material misstatements and/or omissions had the cause and effect of creating in the market an unrealistically positive assessment of the Company and its financial well-being and prospects, thus causing the Company's securities to be overvalued and artificially inflated at all relevant times. Defendants' materially false and/or misleading statements during the Class Period resulted in Plaintiff and other members of the Class purchasing the Company's securities at artificially inflated prices, thus causing the damages complained of herein when the truth was revealed.

### **LOSS CAUSATION**

56. Defendants' wrongful conduct, as alleged herein, directly and proximately caused the economic loss suffered by Plaintiff and the Class.

57. During the Class Period, Plaintiff and the Class purchased Covia's securities at artificially inflated prices and were damaged thereby. The price of the Company's securities significantly declined when the misrepresentations made to the market, and/or the information alleged herein to have been concealed from the market, and/or the effects thereof, were revealed, causing investors' losses.

### **SCIENTER ALLEGATIONS**

58. As alleged herein, Defendants acted with scienter since Defendants knew that the public documents and statements issued or disseminated in the name of the Company were materially false and/or misleading; knew that such statements or documents would be issued or disseminated to the investing public; and knowingly and substantially participated or acquiesced in the issuance or dissemination of such statements or documents as primary violations of the federal securities laws. As set forth elsewhere herein in detail, the Individual Defendants, by virtue of their receipt of information reflecting the true facts regarding Covia, their control over, and/or receipt and/or modification of Covia's allegedly materially misleading misstatements and/or their associations with the Company which made them privy to confidential proprietary information concerning Covia, participated in the fraudulent scheme alleged herein.

### **APPLICABILITY OF PRESUMPTION OF RELIANCE (FRAUD-ON-THE-MARKET DOCTRINE)**

59. The market for Covia's securities was open, well-developed and efficient at all relevant times. As a result of the materially false and/or misleading statements and/or failures to disclose, Covia's securities traded at artificially inflated prices during the Class Period. Plaintiff

and other members of the Class purchased or otherwise acquired the Company's securities relying upon the integrity of the market price of Covia's securities and market information relating to Covia, and have been damaged thereby.

60. During the Class Period, the artificial inflation of Covia's shares was caused by the material misrepresentations and/or omissions particularized in this Complaint causing the damages sustained by Plaintiff and other members of the Class. As described herein, during the Class Period, Defendants made or caused to be made a series of materially false and/or misleading statements about Covia's business, prospects, and operations. These material misstatements and/or omissions created an unrealistically positive assessment of Covia and its business, operations, and prospects, thus causing the price of the Company's securities to be artificially inflated at all relevant times, and when disclosed, negatively affected the value of the Company shares. Defendants' materially false and/or misleading statements during the Class Period resulted in Plaintiff and other members of the Class purchasing the Company's securities at such artificially inflated prices, and each of them has been damaged as a result.

61. At all relevant times, the market for Covia's securities was an efficient market for the following reasons, among others:

- (a) Covia shares met the requirements for listing, and was listed and actively traded on the NYSE, a highly efficient and automated market;
- (b) As a regulated issuer, Covia filed periodic public reports with the SEC and/or the NYSE;
- (c) Covia regularly communicated with public investors via established market communication mechanisms, including through regular dissemination of press releases on the



national circuits of major newswire services and through other wide-ranging public disclosures, such as communications with the financial press and other similar reporting services; and/or

(d) Covia was followed by securities analysts employed by brokerage firms who wrote reports about the Company, and these reports were distributed to the sales force and certain customers of their respective brokerage firms. Each of these reports was publicly available and entered the public marketplace.

62. As a result of the foregoing, the market for Covia's securities promptly digested current information regarding Covia from all publicly available sources and reflected such information in Covia's share price. Under these circumstances, all purchasers of Covia's securities during the Class Period suffered similar injury through their purchase of Covia's securities at artificially inflated prices and a presumption of reliance applies.

63. A Class-wide presumption of reliance is also appropriate in this action under the Supreme Court's holding in *Affiliated Ute Citizens of Utah v. United States*, 406 U.S. 128 (1972), because the Class's claims are, in large part, grounded on Defendants' material misstatements and/or omissions. Because this action involves Defendants' failure to disclose material adverse information regarding the Company's business operations and financial prospects—information that Defendants were obligated to disclose—positive proof of reliance is not a prerequisite to recovery. All that is necessary is that the facts withheld be material in the sense that a reasonable investor might have considered them important in making investment decisions. Given the importance of the Class Period material misstatements and omissions set forth above, that requirement is satisfied here.

#### **NO SAFE HARBOR**

64. The statutory safe harbor provided for forward-looking statements under certain circumstances does not apply to any of the allegedly false statements pleaded in this Complaint.



The statements alleged to be false and misleading herein all relate to then-existing facts and conditions. In addition, to the extent certain of the statements alleged to be false may be characterized as forward looking, they were not identified as “forward-looking statements” when made and there were no meaningful cautionary statements identifying important factors that could cause actual results to differ materially from those in the purportedly forward-looking statements. In the alternative, to the extent that the statutory safe harbor is determined to apply to any forward-looking statements pleaded herein, Defendants are liable for those false forward-looking statements because at the time each of those forward-looking statements was made, the speaker had actual knowledge that the forward-looking statement was materially false or misleading, and/or the forward-looking statement was authorized or approved by an executive officer of Covia who knew that the statement was false when made.

**FIRST CLAIM**

**Violation of Section 10(b) of The Exchange Act and  
Rule 10b-5 Promulgated Thereunder  
Against All Defendants**

65. Plaintiff repeats and re-alleges each and every allegation contained above as if fully set forth herein.

66. During the Class Period, Defendants carried out a plan, scheme and course of conduct which was intended to and, throughout the Class Period, did: (i) deceive the investing public, including Plaintiff and other Class members, as alleged herein; and (ii) cause Plaintiff and other members of the Class to purchase Covia’s securities at artificially inflated prices. In furtherance of this unlawful scheme, plan and course of conduct, Defendants, and each defendant, took the actions set forth herein.

67. Defendants (i) employed devices, schemes, and artifices to defraud; (ii) made untrue statements of material fact and/or omitted to state material facts necessary to make the

statements not misleading; and (iii) engaged in acts, practices, and a course of business which operated as a fraud and deceit upon the purchasers of the Company's securities in an effort to maintain artificially high market prices for Covia's securities in violation of Section 10(b) of the Exchange Act and Rule 10b-5. All Defendants are sued either as primary participants in the wrongful and illegal conduct charged herein or as controlling persons as alleged below.

68. Defendants, individually and in concert, directly and indirectly, by the use, means or instrumentalities of interstate commerce and/or of the mails, engaged and participated in a continuous course of conduct to conceal adverse material information about Covia's financial well-being and prospects, as specified herein.

69. Defendants employed devices, schemes and artifices to defraud, while in possession of material adverse non-public information and engaged in acts, practices, and a course of conduct as alleged herein in an effort to assure investors of Covia's value and performance and continued substantial growth, which included the making of, or the participation in the making of, untrue statements of material facts and/or omitting to state material facts necessary in order to make the statements made about Covia and its business operations and future prospects in light of the circumstances under which they were made, not misleading, as set forth more particularly herein, and engaged in transactions, practices and a course of business which operated as a fraud and deceit upon the purchasers of the Company's securities during the Class Period.

70. Each of the Individual Defendants' primary liability and controlling person liability arises from the following facts: (i) the Individual Defendants were high-level executives and/or directors at the Company during the Class Period and members of the Company's management team or had control thereof; (ii) each of these defendants, by virtue of their responsibilities and activities as a senior officer and/or director of the Company, was privy to and participated in the

creation, development and reporting of the Company's internal budgets, plans, projections and/or reports; (iii) each of these defendants enjoyed significant personal contact and familiarity with the other defendants and was advised of, and had access to, other members of the Company's management team, internal reports and other data and information about the Company's finances, operations, and sales at all relevant times; and (iv) each of these defendants was aware of the Company's dissemination of information to the investing public which they knew and/or recklessly disregarded was materially false and misleading.

71. Defendants had actual knowledge of the misrepresentations and/or omissions of material facts set forth herein, or acted with reckless disregard for the truth in that they failed to ascertain and to disclose such facts, even though such facts were available to them. Such defendants' material misrepresentations and/or omissions were done knowingly or recklessly and for the purpose and effect of concealing Covia's financial well-being and prospects from the investing public and supporting the artificially inflated price of its securities. As demonstrated by Defendants' overstatements and/or misstatements of the Company's business, operations, financial well-being, and prospects throughout the Class Period, Defendants, if they did not have actual knowledge of the misrepresentations and/or omissions alleged, were reckless in failing to obtain such knowledge by deliberately refraining from taking those steps necessary to discover whether those statements were false or misleading.

72. As a result of the dissemination of the materially false and/or misleading information and/or failure to disclose material facts, as set forth above, the market price of Covia's securities was artificially inflated during the Class Period. In ignorance of the fact that market prices of the Company's securities were artificially inflated, and relying directly or indirectly on the false and misleading statements made by Defendants, or upon the integrity of the market in

which the securities trades, and/or in the absence of material adverse information that was known to or recklessly disregarded by Defendants, but not disclosed in public statements by Defendants during the Class Period, Plaintiff and the other members of the Class acquired Covia's securities during the Class Period at artificially high prices and were damaged thereby.

73. At the time of said misrepresentations and/or omissions, Plaintiff and other members of the Class were ignorant of their falsity, and believed them to be true. Had Plaintiff and the other members of the Class and the marketplace known the truth regarding the problems that Covia was experiencing, which were not disclosed by Defendants, Plaintiff and other members of the Class would not have purchased or otherwise acquired their Covia securities, or, if they had acquired such securities during the Class Period, they would not have done so at the artificially inflated prices which they paid.

74. By virtue of the foregoing, Defendants violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder.

75. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff and the other members of the Class suffered damages in connection with their respective purchases and sales of the Company's securities during the Class Period.

## **SECOND CLAIM**

### **Violation of Section 20(a) of The Exchange Act Against the Individual Defendants**

76. Plaintiff repeats and re-alleges each and every allegation contained above as if fully set forth herein.

77. Individual Defendants acted as controlling persons of Covia within the meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their high-level positions and their ownership and contractual rights, participation in, and/or awareness of the Company's

operations and intimate knowledge of the false financial statements filed by the Company with the SEC and disseminated to the investing public, Individual Defendants had the power to influence and control and did influence and control, directly or indirectly, the decision-making of the Company, including the content and dissemination of the various statements which Plaintiff contends are false and misleading. Individual Defendants were provided with or had unlimited access to copies of the Company's reports, press releases, public filings, and other statements alleged by Plaintiff to be misleading prior to and/or shortly after these statements were issued and had the ability to prevent the issuance of the statements or cause the statements to be corrected.

78. In particular, Individual Defendants had direct and supervisory involvement in the day-to-day operations of the Company and, therefore, had the power to control or influence the particular transactions giving rise to the securities violations as alleged herein, and exercised the same.

79. As set forth above, Covia and Individual Defendants each violated Section 10(b) and Rule 10b-5 by their acts and omissions as alleged in this Complaint. By virtue of their position as controlling persons, Individual Defendants are liable pursuant to Section 20(a) of the Exchange Act. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff and other members of the Class suffered damages in connection with their purchases of the Company's securities during the Class Period.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

(a) Determining that this action is a proper class action under Rule 23 of the Federal Rules of Civil Procedure;

(b) Awarding compensatory damages in favor of Plaintiff and the other Class members against all defendants, jointly and severally, for all damages sustained as a result of Defendants' wrongdoing, in an amount to be proven at trial, including interest thereon;

(c) Awarding Plaintiff and the Class their reasonable costs and expenses incurred in this action, including counsel fees and expert fees; and

(d) Such other and further relief as the Court may deem just and proper.

**JURY TRIAL DEMANDED**

Plaintiff hereby demands a trial by jury.

Dated: January 29, 2021

**STRAUSS TROY CO., LPA**

/s/ Richard S. Wayne

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*Attorneys for Plaintiff Sergio Baron*

**SWORN CERTIFICATION OF PLAINTIFF**

**Covia Holdings Corporation ("Covia") f/k/a Fairmount Santrol Holdings Inc. Securities  
Litigation**

I, Sergio Baron, certify that:

1. I have reviewed the complaint and authorize the filing of a complaint and a lead plaintiff motion on my behalf.
2. I am duly authorized to institute legal action against Covia and other defendants.
3. I did not purchase Covia securities that are the subject of this action at the direction of plaintiff's counsel or in order to participate in any private action arising under this title.
4. I am willing to serve as a representative party on behalf of a class and will testify at deposition and trial, if necessary.
5. My transactions in Covia securities during the Class Period set forth in the Complaint are as follows:  
  
(See attached transactions)
6. I have not sought to serve, nor served, as a representative party on behalf of a class under this title during the last three years.
7. I will not accept any payment for serving as a representative party, except to receive my pro rata share of any recovery or as ordered or approved by the court, including the award to a representative plaintiff of reasonable costs and expenses (including lost wages) directly relating to the representation of the class.

I declare under the penalty of perjury that the foregoing are true and correct statements.

12/10/2020

\_\_\_\_\_  
Date

DocuSigned by:  
*Sergio Baron*  
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\_\_\_\_\_  
Sergio Baron

**Sergio Baron's Transactions in Covia Holdings Corporation (CVIA, CVIAQ)  
f/k/a Fairmount Santrol Holdings Inc. (FMSA) Common Stock**

<b>Date</b>	<b>Transaction Type</b>	<b>Quantity</b>	<b>Unit Price</b>
8/14/2017	Bought	6,200	\$7.5000
9/13/2017	Bought	6,000	\$3.6296
9/14/2017	Sold	-6,000	\$3.6104
9/15/2017	Bought	1,800	\$7.5000
9/25/2017	Bought	2,500	\$4.3879
9/26/2017	Bought	500	\$4.8658
9/26/2017	Bought	2,800	\$4.8299
9/26/2017	Bought	8,000	\$4.7294
10/3/2017	Bought	1,300	\$4.9292
10/3/2017	Bought	2,500	\$4.8373
10/3/2017	Bought	3,700	\$4.9278
10/4/2017	Bought	3,200	\$4.7373
10/9/2017	Bought	2,000	\$4.8075
10/17/2017	Bought	2,000	\$4.0170
10/18/2017	Bought	2,000	\$4.1437
10/18/2017	Bought	2,500	\$3.9175
10/27/2017	Bought	728	\$3.8450
10/27/2017	Bought	3,272	\$3.8499
10/31/2017	Sold	-728	\$4.2750
10/31/2017	Sold	-3,272	\$4.1825
11/2/2017	Bought	300	\$4.7562
11/2/2017	Bought	2,000	\$4.8744
11/2/2017	Bought	2,000	\$4.8450
11/2/2017	Bought	2,000	\$4.8350
11/2/2017	Bought	2,000	\$4.7565
11/2/2017	Bought	2,000	\$4.7400
11/2/2017	Bought	2,000	\$4.7375
11/2/2017	Bought	2,000	\$4.7083
11/2/2017	Bought	2,000	\$4.7175
11/2/2017	Bought	3,000	\$4.7565
11/2/2017	Bought	4,000	\$4.7665
11/7/2017	Sold	-2,000	\$4.8800
11/7/2017	Sold	-1,300	\$4.9450
11/7/2017	Sold	-2,500	\$4.8800
11/8/2017	Bought	300	\$4.5762
11/8/2017	Bought	1,000	\$4.6365
11/8/2017	Bought	1,000	\$4.5961
11/8/2017	Bought	1,000	\$4.6265
11/10/2017	Bought	2,500	\$4.6377



Date	Transaction Type	Quantity	Unit Price
11/10/2017	Sold	-400	\$4.8500
11/10/2017	Sold	-1,000	\$4.8739
11/10/2017	Sold	-1,600	\$4.8550
11/10/2017	Sold	-2,000	\$4.8523
11/13/2017	Bought	2,500	\$4.5777
11/17/2017	Sold	-200	\$4.8100
11/17/2017	Sold	-3,700	\$4.9300
11/17/2017	Sold	-100	\$4.8410
11/17/2017	Sold	-400	\$4.8301
11/17/2017	Sold	-500	\$4.8537
11/17/2017	Sold	-600	\$4.8350
11/17/2017	Sold	-1,000	\$4.7850
11/17/2017	Sold	-1,700	\$4.8450
11/17/2017	Sold	-1,800	\$4.8050
11/17/2017	Sold	-1,800	\$4.8315
11/20/2017	Sold	-1,000	\$4.9630
11/20/2017	Sold	-1,000	\$5.0138
11/20/2017	Sold	-1,000	\$5.0530
11/20/2017	Sold	-2,000	\$4.9001
11/20/2017	Sold	-2,000	\$4.9721
11/20/2017	Sold	-2,500	\$4.9816
11/20/2017	Sold	-5,000	\$4.9720
11/21/2017	Sold	-1,200	\$5.1530
11/29/2017	Sold	-1,000	\$4.9700
11/29/2017	Sold	-1,000	\$4.8850
11/30/2017	Sold	-1,000	\$4.9728
11/30/2017	Sold	-2,000	\$4.9000
12/1/2017	Sold	-100	\$5.0201
12/1/2017	Sold	-200	\$5.0250
12/1/2017	Sold	-1,000	\$5.0528
12/1/2017	Sold	-1,700	\$5.0200
12/6/2017	Bought	400	\$4.7299
12/6/2017	Bought	1,000	\$4.6072
12/6/2017	Bought	1,000	\$4.6669
12/6/2017	Bought	1,000	\$4.6368
12/6/2017	Bought	1,000	\$4.6364
12/6/2017	Bought	1,600	\$4.7250
12/8/2017	Sold	-300	\$5.0650
12/8/2017	Sold	-700	\$5.0600
12/8/2017	Sold	-1,000	\$5.0537
12/11/2017	Sold	-100	\$5.0134
12/11/2017	Sold	-100	\$5.0138

Date	Transaction Type	Quantity	Unit Price
12/11/2017	Sold	-800	\$5.0137
12/11/2017	Sold	-1,000	\$4.9728
12/11/2017	Sold	-1,000	\$5.0028
12/11/2017	Sold	-1,000	\$5.0028
12/11/2017	Sold	-1,000	\$5.0350
12/18/2017	Sold	-2,000	\$5.4019
12/19/2017	Sold	-2,000	\$5.5225
1/8/2018	Bought	5,000	\$5.9980
1/11/2018	Bought	2,000	\$5.9750
1/23/2018	Sold	-4,000	\$5.7124
1/29/2018	Sold	-2,700	\$5.6510
1/30/2018	Sold	-1,000	\$5.5450
1/30/2018	Sold	-1,000	\$5.6250
1/30/2018	Sold	-1,000	\$5.7050
2/2/2018	Bought	2,000	\$5.2682
2/2/2018	Bought	3,000	\$5.2076
2/2/2018	Bought	3,000	\$5.1950
2/2/2018	Bought	3,000	\$5.2276
2/6/2018	Bought	200	\$5.0300
2/6/2018	Bought	600	\$5.0185
2/6/2018	Bought	1,200	\$5.0199
2/7/2018	Bought	2,000	\$5.1078
2/7/2018	Bought	2,000	\$5.0150
2/9/2018	Sold	-1,600	\$4.7038
2/9/2018	Sold	-2,500	\$4.6550
2/9/2018	Sold	-2,500	\$4.5220
2/21/2018	Bought	4,300	\$6.0000
2/21/2018	Bought	1,000	\$4.7462
2/21/2018	Bought	2,000	\$4.7481
3/2/2018	Sold	-1,000	\$4.6938
3/5/2018	Bought	21,700	\$6.0000
3/16/2018	Bought	9,000	\$6.0000
3/16/2018	Sold	-6,200	\$3.5000
3/16/2018	Sold	-9,000	\$4.0000
4/2/2018	Bought	5,000	\$4.0686
4/3/2018	Sold	-5,000	\$4.3514
4/5/2018	Sold	-1,000	\$4.6938
4/5/2018	Sold	-2,000	\$4.6950
4/18/2018	Sold	-1,000	\$5.3415
4/18/2018	Sold	-2,000	\$5.3401
5/2/2018	Sold	-1,000	\$5.9137
5/2/2018	Sold	-1,000	\$5.9450

Date	Transaction Type	Quantity	Unit Price
5/3/2018	Bought	1,000	\$5.5363
5/3/2018	Bought	1,000	\$5.5850
5/3/2018	Bought	1,000	\$5.5250
5/3/2018	Bought	2,000	\$5.7730
5/4/2018	Sold	-1,000	\$5.7850
5/4/2018	Sold	-1,000	\$5.8041
5/7/2018	Sold	-1,000	\$5.9850
5/8/2018	Sold	-1,000	\$5.9338
5/23/2018	Bought	1,000	\$5.7462
5/25/2018	Bought	1,000	\$5.4962
5/25/2018	Bought	1,000	\$5.3750
5/25/2018	Bought	2,000	\$5.3873
6/6/2018	Sold	-500	\$22.9300
6/6/2018	Sold	-200	\$22.8400
6/6/2018	Sold	-200	\$23.0900
6/6/2018	Sold	-300	\$23.2550
6/6/2018	Sold	-300	\$22.9900
6/6/2018	Sold	-700	\$23.1900
6/7/2018	Sold	-200	\$23.9900
6/8/2018	Bought	200	\$22.8100
6/8/2018	Bought	200	\$21.8530
6/8/2018	Bought	200	\$22.0000
6/11/2018	Bought	200	\$21.6560
6/11/2018	Bought	200	\$21.8861
6/12/2018	Sold	-200	\$21.8760
6/13/2018	Sold	-200	\$22.2300
6/14/2018	Sold	-200	\$22.0578
6/14/2018	Sold	-200	\$22.0600
6/15/2018	Bought	200	\$20.4200
6/15/2018	Bought	200	\$20.6000
6/18/2018	Sold	-200	\$21.0700
6/20/2018	Bought	200	\$20.3400
6/22/2018	Sold	-200	\$20.3400
8/9/2018	Bought	340	\$27.5000
8/14/2018	Bought	500	\$14.5000
8/14/2018	Bought	600	\$14.0100
8/16/2018	Bought	1,000	\$12.2463
8/20/2018	Bought	800	\$12.2733
8/21/2018	Bought	1,000	\$12.3700
8/23/2018	Bought	500	\$12.4900
8/24/2018	Bought	186	\$12.7840
8/24/2018	Bought	314	\$12.7822

Date	Transaction Type	Quantity	Unit Price
8/27/2018	Bought	300	\$12.6600
8/27/2018	Bought	500	\$12.4500
8/27/2018	Bought	200	\$12.6369
9/4/2018	Bought	200	\$11.0200
9/4/2018	Bought	200	\$10.8935
1/18/2019	Bought	160	\$27.5000
6/6/2019	Bought	2,500	\$5.0000
6/11/2019	Bought	9,000	\$5.0000
6/20/2019	Bought	1,000	\$2.2250
6/24/2019	Bought	1,000	\$2.1200
6/25/2019	Bought	1,000	\$2.0300
6/27/2019	Bought	940	\$1.9500
8/1/2019	Bought	12,700	\$5.0000
8/13/2019	Bought	2,800	\$5.0000
10/10/2019	Bought	4,500	\$5.0000
4/3/2020	Bought	300	\$0.4650
4/3/2020	Bought	4,800	\$0.4660
4/8/2020	Bought	1,900	\$0.4056
4/9/2020	Sold	-1,900	\$0.4947
4/9/2020	Sold	-3,114	\$0.4948
4/13/2020	Sold	-1,986	\$0.5136
4/14/2020	Bought	3,500	\$0.4701
4/14/2020	Bought	3,500	\$0.4701
4/15/2020	Bought	5,000	\$0.4502
4/22/2020	Bought	2,876	\$0.4260
4/28/2020	Sold	-5,000	\$0.5699
4/28/2020	Sold	-9,876	\$0.5880
5/5/2020	Bought	200	\$0.6001
5/5/2020	Bought	17,800	\$0.6002
5/8/2020	Bought	400	\$0.5680
5/11/2020	Sold	-5,000	\$0.6150
5/12/2020	Bought	600	\$0.5312
5/12/2020	Bought	5,000	\$0.5450
5/15/2020	Bought	254	\$0.4315
5/15/2020	Bought	1,746	\$0.4319
5/18/2020	Sold	-64	\$0.5569
5/18/2020	Sold	-2,000	\$0.5450
5/18/2020	Sold	-2,436	\$0.5475
5/19/2020	Bought	1,980	\$0.4901
5/19/2020	Bought	5,580	\$0.4710
5/22/2020	Bought	1,940	\$0.4710
5/29/2020	Bought	4,000	\$0.4692

Date	Transaction Type	Quantity	Unit Price
6/1/2020	Sold	-1,940	\$0.5299
6/1/2020	Sold	-1,980	\$0.5243
6/2/2020	Sold	-400	\$0.5874
6/2/2020	Sold	-1,580	\$0.5601
6/2/2020	Sold	-2,000	\$0.6398
6/2/2020	Sold	-2,000	\$0.5935
6/4/2020	Sold	-1,050	\$0.6696
6/5/2020	Sold	-440	\$0.7350
6/5/2020	Sold	-510	\$0.7450
6/5/2020	Sold	-800	\$0.7586
6/5/2020	Sold	-2,000	\$0.7999
6/5/2020	Sold	-200	\$0.7400
6/11/2020	Bought	1,000	\$0.6500
6/11/2020	Bought	1,000	\$0.6310
6/15/2020	Bought	1,000	\$0.6200
6/15/2020	Bought	1,000	\$0.6106
6/17/2020	Bought	900	\$0.6323
6/17/2020	Bought	1,000	\$0.6034
6/17/2020	Bought	1,000	\$0.6050
6/17/2020	Bought	3,000	\$0.5901
6/17/2020	Bought	100	\$0.6320
6/18/2020	Bought	4,900	\$0.5300
6/19/2020	Sold	-2,000	\$0.5622
6/22/2020	Bought	100	\$0.5202
6/22/2020	Bought	100	\$0.5202
6/22/2020	Bought	1,248	\$0.5203
6/22/2020	Bought	552	\$0.5135
6/24/2020	Bought	600	\$0.4819
6/24/2020	Bought	5,000	\$0.4601
6/29/2020	Sold	-552	\$0.4900
6/29/2020	Sold	-600	\$0.4839
6/29/2020	Sold	-1,248	\$0.4900
6/29/2020	Sold	-5,000	\$0.4751

**Sergio Baron's Transactions in Covia Holdings Corporation (CVIA, CVIAQ) f/k/a Fairmount Santrol Holdings Inc. (FMSA) Options**

<b>Date</b>	<b>Transaction Type</b>	<b>Contract Type</b>	<b>Exp / Strike</b>	<b>Quantity</b>	<b>Price</b>
4/11/2017	Sold to Open	PUT	09/15/2017 / \$7.5	-20	\$1.4600
4/11/2017	Sold to Open	PUT	09/15/2017 / \$7.5	-20	\$1.4500
4/12/2017	Sold to Open	PUT	09/15/2017 / \$7.5	-20	\$1.4600
4/12/2017	Sold to Open	PUT	09/15/2017 / \$7.5	-20	\$1.4500
4/21/2017	Sold to Open	PUT	09/15/2017 / \$5	-50	\$0.8000
4/24/2017	Sold to Open	PUT	09/15/2017 / \$5	-20	\$0.9800
4/27/2017	Sold to Open	PUT	09/15/2017 / \$5	-20	\$0.9700
4/28/2017	Sold to Open	PUT	09/15/2017 / \$5	-20	\$0.9300
5/5/2017	Bought to Close	PUT	09/15/2017 / \$5	20	\$0.9100
5/5/2017	Bought to Close	PUT	09/15/2017 / \$5	90	\$0.9000
5/8/2017	Sold to Open	PUT	12/15/2017 / \$5	-50	\$1.1800
5/11/2017	Sold to Open	PUT	09/15/2017 / \$7.5	-20	\$2.4000
5/12/2017	Sold to Open	PUT	12/15/2017 / \$5	-50	\$1.0600
5/15/2017	Bought to Close	PUT	09/15/2017 / \$7.5	20	\$2.2300
5/15/2017	Sold to Open	PUT	12/15/2017 / \$5	-50	\$0.9400
5/15/2017	Sold to Open	PUT	12/15/2017 / \$6	-20	\$1.4800
5/15/2017	Sold to Open	PUT	12/15/2017 / \$6	-20	\$1.4700
5/16/2017	Sold to Open	PUT	12/15/2017 / \$5	-30	\$0.9600
5/19/2017	Bought to Close	PUT	12/15/2017 / \$5	20	\$1.0300
5/19/2017	Bought to Close	PUT	12/15/2017 / \$5	50	\$1.0500
5/22/2017	Sold to Open	PUT	12/15/2017 / \$5	-20	\$1.0400
5/22/2017	Sold to Open	PUT	12/15/2017 / \$6	-20	\$1.6100
5/23/2017	Sold to Open	PUT	12/15/2017 / \$6	-30	\$1.7300
5/26/2017	Sold to Open	PUT	12/15/2017 / \$5	-70	\$1.2700
5/30/2017	Sold to Open	PUT	12/15/2017 / \$6	-10	\$2.1000
6/1/2017	Bought to Close	PUT	12/15/2017 / \$6	10	\$1.9600
6/14/2017	Sold to Open	PUT	12/15/2017 / \$4	-30	\$0.9000
8/14/2017	Assigned	PUT	09/15/2017 / \$7.5	62	\$0.0000
8/15/2017	Sold to Open	CALL	03/16/2018 / \$3.5	-50	\$0.5700
8/16/2017	Sold to Open	CALL	03/16/2018 / \$3.5	-12	\$0.5800
8/22/2017	Sold to Open	CALL	03/16/2018 / \$4	-30	\$0.4600
8/22/2017	Sold to Open	CALL	03/16/2018 / \$4.5	-18	\$0.3700
8/28/2017	Sold to Open	PUT	03/16/2018 / \$2.5	-50	\$0.7000
8/30/2017	Sold to Open	PUT	03/16/2018 / \$2.5	-30	\$0.5500
8/30/2017	Sold to Open	CALL	03/16/2018 / \$4	-30	\$0.4600
9/5/2017	Sold to Open	CALL	03/16/2018 / \$4	-30	\$0.4900
9/12/2017	Bought to Close	PUT	12/15/2017 / \$4	30	\$1.1200
9/13/2017	Sold to Open	PUT	03/16/2018 / \$3	-50	\$0.5800
9/13/2017	Sold to Open	CALL	03/16/2018 / \$4.5	-48	\$0.4900
9/13/2017	Sold to Open	CALL	12/15/2017 / \$4	-60	\$0.5000
9/14/2017	Sold to Open	PUT	03/16/2018 / \$3	-30	\$0.5000
9/14/2017	Bought to Close	CALL	12/15/2017 / \$4	60	\$0.5200
9/15/2017	Assigned	PUT	09/15/2017 / \$7.5	18	\$0.0000

Date	Transaction Type	Contract Type	Exp / Strike	Quantity	Price
9/18/2017	Sold to Open	PUT	03/16/2018 / \$3	-10	\$0.5500
9/18/2017	Sold to Open	PUT	03/16/2018 / \$3	-10	\$0.5500
9/18/2017	Sold to Open	PUT	03/16/2018 / \$3	-30	\$0.5700
9/18/2017	Sold to Open	PUT	03/16/2018 / \$3	-20	\$0.5700
9/18/2017	Sold to Open	PUT	03/16/2018 / \$3	-10	\$0.5500
9/21/2017	Sold to Open	PUT	03/16/2018 / \$3.5	-25	\$0.7100
9/22/2017	Sold to Open	PUT	03/16/2018 / \$3	-18	\$0.3000
9/22/2017	Sold to Open	PUT	03/16/2018 / \$3	-40	\$0.3900
9/22/2017	Sold to Open	PUT	03/16/2018 / \$3	-32	\$0.3000
9/22/2017	Sold to Open	PUT	03/16/2018 / \$3.5	-25	\$0.5900
9/22/2017	Sold to Open	PUT	03/16/2018 / \$3.5	-25	\$0.5500
9/25/2017	Sold to Open	PUT	03/16/2018 / \$3.5	-25	\$0.5500
9/25/2017	Sold to Open	CALL	03/16/2018 / \$5.5	-27	\$0.6200
9/25/2017	Sold to Open	CALL	03/16/2018 / \$5.5	-25	\$0.6400
9/26/2017	Bought to Close	PUT	03/16/2018 / \$3	50	\$0.3700
9/26/2017	Sold to Open	PUT	03/16/2018 / \$4	-30	\$0.6600
9/26/2017	Sold to Open	PUT	03/16/2018 / \$4	-50	\$0.6700
9/26/2017	Sold to Open	PUT	12/15/2017 / \$4.5	-52	\$0.6400
9/26/2017	Sold to Open	PUT	12/15/2017 / \$4.5	-30	\$0.6200
9/26/2017	Bought to Close	PUT	12/15/2017 / \$5	44	\$1.1000
9/26/2017	Bought to Close	PUT	12/15/2017 / \$5	11	\$1.1000
9/26/2017	Bought to Close	PUT	12/15/2017 / \$5	95	\$1.1000
9/26/2017	Bought to Close	PUT	12/15/2017 / \$5	10	\$1.1000
9/26/2017	Bought to Close	PUT	12/15/2017 / \$5	20	\$1.1000
9/26/2017	Bought to Close	PUT	12/15/2017 / \$5	20	\$1.1000
9/26/2017	Bought to Close	PUT	12/15/2017 / \$6	90	\$1.5600
9/26/2017	Sold to Open	CALL	03/16/2018 / \$5.5	-30	\$0.8600
9/27/2017	Sold to Open	PUT	03/16/2018 / \$3.5	-10	\$0.5300
9/27/2017	Sold to Open	PUT	03/16/2018 / \$3.5	-15	\$0.5200
9/28/2017	Sold to Open	PUT	03/16/2018 / \$4	-25	\$0.7100
9/28/2017	Sold to Open	CALL	03/16/2018 / \$6	-25	\$0.6500
9/28/2017	Sold to Open	CALL	03/16/2018 / \$6	-25	\$0.6800
9/28/2017	Sold to Open	CALL	03/16/2018 / \$6	-25	\$0.6100
10/2/2017	Bought to Close	PUT	03/16/2018 / \$2.5	80	\$0.2300
10/2/2017	Sold to Open	PUT	12/15/2017 / \$4	-25	\$0.4800
10/2/2017	Sold to Open	PUT	12/15/2017 / \$4	-25	\$0.4500
10/2/2017	Sold to Open	PUT	12/15/2017 / \$4.5	-20	\$0.7200
10/3/2017	Sold to Open	CALL	03/16/2018 / \$5	-25	\$0.9000
10/4/2017	Bought to Close	CALL	03/16/2018 / \$6	75	\$0.6500
10/6/2017	Sold to Open	PUT	03/16/2018 / \$3.5	-25	\$0.4000
10/6/2017	Sold to Open	PUT	03/16/2018 / \$3.5	-50	\$0.4000
10/10/2017	Sold to Open	CALL	12/15/2017 / \$4.5	-20	\$0.9100
10/13/2017	Bought to Close	PUT	12/15/2017 / \$4.5	32	\$0.6400
10/13/2017	Bought to Close	PUT	12/15/2017 / \$4.5	70	\$0.6500
10/16/2017	Bought to Close	PUT	03/16/2018 / \$3	50	\$0.3200
10/16/2017	Bought to Close	PUT	03/16/2018 / \$3	50	\$0.3900
10/16/2017	Bought to Close	PUT	03/16/2018 / \$3	50	\$0.3700
10/16/2017	Bought to Close	PUT	12/15/2017 / \$4	50	\$0.4500



Date	Transaction Type	Contract Type	Exp / Strike	Quantity	Price
10/17/2017	Bought to Close	PUT	03/16/2018 / \$3.5	25	\$0.5500
10/17/2017	Bought to Close	PUT	03/16/2018 / \$3.5	25	\$0.5700
10/17/2017	Sold to Open	CALL	03/16/2018 / \$5	-50	\$0.5100
10/17/2017	Sold to Open	CALL	03/16/2018 / \$5	-50	\$0.4700
10/18/2017	Sold to Open	CALL	03/16/2018 / \$5	-50	\$0.4400
10/19/2017	Sold to Open	CALL	03/16/2018 / \$5	-50	\$0.5000
10/20/2017	Bought to Close	CALL	12/15/2017 / \$4.5	20	\$0.3500
10/24/2017	Sold to Open	CALL	03/16/2018 / \$4.5	-25	\$0.4800
10/24/2017	Sold to Open	CALL	03/16/2018 / \$4.5	-75	\$0.4500
10/30/2017	Sold to Open	PUT	06/15/2018 / \$4	-25	\$1.0000
10/30/2017	Bought to Close	CALL	03/16/2018 / \$5.5	82	\$0.3200
10/31/2017	Bought to Close	PUT	06/15/2018 / \$4	25	\$0.9400
10/31/2017	Sold to Open	CALL	03/16/2018 / \$4.5	-25	\$0.6400
10/31/2017	Sold to Open	CALL	03/16/2018 / \$4.5	-50	\$0.7400
10/31/2017	Sold to Open	CALL	03/16/2018 / \$4.5	-25	\$0.7000
11/1/2017	Sold to Open	PUT	03/16/2018 / \$3.5	-25	\$0.4900
11/1/2017	Sold to Open	PUT	03/16/2018 / \$3.5	-25	\$0.5100
11/2/2017	Bought to Close	PUT	03/16/2018 / \$4	25	\$0.7100
11/2/2017	Bought to Close	PUT	03/16/2018 / \$4	80	\$0.6900
11/8/2017	Bought to Close	CALL	03/16/2018 / \$5	25	\$0.7200
11/13/2017	Sold to Open	PUT	06/15/2018 / \$3	-50	\$0.4000
11/13/2017	Sold to Open	PUT	06/15/2018 / \$3	-50	\$0.4000
11/15/2017	Sold to Open	CALL	03/16/2018 / \$5	-10	\$0.6500
11/16/2017	Sold to Open	CALL	03/16/2018 / \$4.5	-32	\$0.9100
11/16/2017	Sold to Open	CALL	03/16/2018 / \$5	-40	\$0.6500
11/16/2017	Sold to Open	CALL	03/16/2018 / \$5	-5	\$0.6500
11/20/2017	Bought to Open	PUT	03/16/2018 / \$5.5	25	\$1.0800
11/20/2017	Sold to Close	PUT	03/16/2018 / \$5.5	-25	\$1.1200
11/20/2017	Sold to Open	PUT	03/16/2018 / \$5.5	-50	\$1.2200
11/20/2017	Sold to Open	PUT	03/16/2018 / \$5.5	-50	\$1.2200
11/20/2017	Bought to Open	PUT	03/16/2018 / \$6	50	\$1.4200
11/20/2017	Sold to Close	PUT	03/16/2018 / \$6	-50	\$1.4800
11/21/2017	Sold to Open	PUT	03/16/2018 / \$5.5	-25	\$1.0200
11/21/2017	Sold to Open	PUT	03/16/2018 / \$5.5	-25	\$1.1500
11/22/2017	Sold to Open	PUT	03/16/2018 / \$6	-25	\$1.3100
11/22/2017	Sold to Open	PUT	03/16/2018 / \$6	-50	\$1.3300
11/27/2017	Sold to Open	PUT	03/16/2018 / \$5	-25	\$0.8400
11/27/2017	Sold to Open	PUT	03/16/2018 / \$5	-25	\$0.7800
11/27/2017	Sold to Open	PUT	03/16/2018 / \$5	-25	\$0.7900
11/27/2017	Sold to Open	PUT	03/16/2018 / \$6	-25	\$1.4000
11/28/2017	Sold to Open	PUT	06/15/2018 / \$4	-25	\$0.6500
11/28/2017	Sold to Open	PUT	06/15/2018 / \$4	-25	\$0.6900
11/28/2017	Bought to Close	CALL	03/16/2018 / \$4.5	32	\$0.9300
11/28/2017	Bought to Close	CALL	03/16/2018 / \$5	40	\$0.7000
11/28/2017	Bought to Close	CALL	03/16/2018 / \$5	15	\$0.7000
11/29/2017	Sold to Open	CALL	06/15/2018 / \$5	-30	\$1.0400
11/30/2017	Bought to Close	PUT	03/16/2018 / \$5.5	25	\$1.2600
11/30/2017	Bought to Close	PUT	03/16/2018 / \$5.5	25	\$1.2800



Date	Transaction Type	Contract Type	Exp / Strike	Quantity	Price
11/30/2017	Bought to Close	PUT	03/16/2018 / \$5.5	100	\$1.2600
11/30/2017	Sold to Open	PUT	03/16/2018 / \$6	-25	\$1.5700
12/1/2017	Sold to Open	CALL	01/18/2019 / \$5	-30	\$1.5000
12/4/2017	Sold to Open	PUT	03/16/2018 / \$5	-25	\$0.7800
12/4/2017	Sold to Open	PUT	03/16/2018 / \$6	-25	\$1.3700
12/6/2017	Sold to Open	PUT	03/16/2018 / \$5	-10	\$0.9400
12/6/2017	Sold to Open	PUT	03/16/2018 / \$5	-25	\$0.9200
12/6/2017	Sold to Open	PUT	03/16/2018 / \$6	-10	\$1.6600
12/7/2017	Sold to Open	PUT	01/18/2019 / \$5.5	-25	\$1.8900
12/7/2017	Sold to Open	PUT	01/18/2019 / \$5.5	-25	\$1.8800
12/8/2017	Sold to Open	PUT	06/15/2018 / \$5.5	-20	\$1.4100
12/12/2017	Bought to Close	CALL	06/15/2018 / \$5	10	\$0.9000
12/12/2017	Bought to Close	CALL	06/15/2018 / \$5	20	\$0.9500
12/18/2017	Sold to Open	PUT	03/16/2018 / \$6	-25	\$0.9800
12/18/2017	Sold to Open	PUT	03/16/2018 / \$6	-25	\$0.9400
12/18/2017	Sold to Open	PUT	03/16/2018 / \$6	-50	\$0.9800
12/18/2017	Sold to Open	PUT	03/16/2018 / \$6	-20	\$1.0000
12/19/2017	Sold to Open	PUT	03/16/2018 / \$6	-20	\$1.0200
1/2/2018	Bought to Close	PUT	03/16/2018 / \$3.5	200	\$0.1000
1/2/2018	Sold to Open	PUT	03/16/2018 / \$5.5	-25	\$0.6700
1/2/2018	Sold to Open	PUT	03/16/2018 / \$5.5	-25	\$0.6500
1/3/2018	Bought to Close	PUT	03/16/2018 / \$3	50	\$0.0500
1/3/2018	Sold to Open	PUT	03/16/2018 / \$5.5	-25	\$0.5800
1/4/2018	Bought to Open	PUT	03/16/2018 / \$7	50	\$1.5000
1/5/2018	Sold to Open	PUT	03/16/2018 / \$6	-25	\$0.7000
1/5/2018	Sold to Open	PUT	03/16/2018 / \$6	-100	\$0.7000
1/8/2018	Sold to Open	PUT	03/16/2018 / \$6	-50	\$0.5500
1/8/2018	Sold to Open	PUT	03/16/2018 / \$6	-75	\$0.5600
1/9/2018	Sold to Open	PUT	03/16/2018 / \$6	-25	\$0.6500
1/9/2018	Sold to Open	PUT	03/16/2018 / \$6	-75	\$0.6500
1/11/2018	Sold to Close	PUT	03/16/2018 / \$7	-50	\$1.1000
2/1/2018	Bought to Close	PUT	03/16/2018 / \$5.5	75	\$0.5400
2/2/2018	Bought to Close	PUT	03/16/2018 / \$5	35	\$0.3400
2/2/2018	Bought to Close	PUT	03/16/2018 / \$5	100	\$0.3500
2/2/2018	Bought to Close	PUT	03/16/2018 / \$6	4	\$0.9400
2/2/2018	Bought to Close	PUT	03/16/2018 / \$6	46	\$0.9100
2/2/2018	Bought to Close	PUT	03/16/2018 / \$6	50	\$0.9800
2/2/2018	Bought to Close	PUT	03/16/2018 / \$6	50	\$0.9500
2/5/2018	Bought to Close	PUT	03/16/2018 / \$6	50	\$0.9000
2/5/2018	Bought to Close	PUT	03/16/2018 / \$6	100	\$0.9000
2/5/2018	Sold to Open	CALL	03/16/2018 / \$4.5	-28	\$0.9600
2/9/2018	Bought to Close	PUT	06/15/2018 / \$4	6	\$0.5000
2/9/2018	Bought to Close	PUT	06/15/2018 / \$4	44	\$0.5100
2/12/2018	Bought to Close	PUT	06/15/2018 / \$5.5	20	\$1.3000
2/13/2018	Bought to Close	CALL	03/16/2018 / \$5	6	\$0.3500
2/13/2018	Bought to Close	CALL	03/16/2018 / \$5	19	\$0.3000
2/14/2018	Bought to Close	CALL	03/16/2018 / \$5	65	\$0.3500
2/16/2018	Sold to Open	CALL	06/15/2018 / \$6	-71	\$0.4000

Date	Transaction Type	Contract Type	Exp / Strike	Quantity	Price
2/16/2018	Sold to Open	CALL	06/15/2018 / \$6	-9	\$0.4000
2/21/2018	Assigned	PUT	03/16/2018 / \$6	43	\$0.0000
2/21/2018	Bought to Close	CALL	03/16/2018 / \$4.5	28	\$0.5000
2/21/2018	Bought to Close	CALL	03/16/2018 / \$4.5	50	\$0.4500
3/2/2018	Bought to Close	CALL	03/16/2018 / \$5	110	\$0.1000
3/2/2018	Sold to Open	CALL	06/15/2018 / \$5	-50	\$0.5000
3/5/2018	Assigned	PUT	03/16/2018 / \$6	217	\$0.0000
3/8/2018	Bought to Close	CALL	03/16/2018 / \$4.5	40	\$0.0500
3/12/2018	Sold to Open	CALL	09/21/2018 / \$5	-100	\$0.5000
3/13/2018	Sold to Open	CALL	09/21/2018 / \$5	-100	\$0.5000
3/14/2018	Bought to Close	CALL	03/16/2018 / \$4.5	21	\$0.0500
3/14/2018	Bought to Close	CALL	03/16/2018 / \$4.5	21	\$0.0500
3/14/2018	Bought to Close	CALL	03/16/2018 / \$4.5	12	\$0.0500
3/14/2018	Bought to Close	CALL	03/16/2018 / \$4.5	16	\$0.0500
3/14/2018	Bought to Close	CALL	03/16/2018 / \$4.5	16	\$0.0500
3/14/2018	Bought to Close	CALL	03/16/2018 / \$4.5	21	\$0.0500
3/14/2018	Bought to Close	CALL	03/16/2018 / \$4.5	43	\$0.0500
3/14/2018	Bought to Close	CALL	03/16/2018 / \$4.5	15	\$0.0500
3/14/2018	Bought to Close	CALL	03/16/2018 / \$4.5	11	\$0.0500
3/15/2018	Bought to Close	CALL	06/15/2018 / \$6	80	\$0.0900
3/15/2018	Sold to Open	CALL	09/21/2018 / \$5	-29	\$0.5000
3/16/2018	Assigned	PUT	03/16/2018 / \$6	90	\$0.0000
3/16/2018	Sold to Open	CALL	01/18/2019 / \$4.5	-71	\$0.8500
3/16/2018	Assigned	CALL	03/16/2018 / \$3.5	62	\$0.0000
3/16/2018	Assigned	CALL	03/16/2018 / \$4	90	\$0.0000
3/27/2018	Sold to Open	CALL	01/18/2019 / \$4.5	-25	\$0.8500
3/27/2018	Sold to Open	CALL	01/18/2019 / \$4.5	-25	\$0.8500
4/11/2018	Bought to Close	PUT	06/15/2018 / \$3	15	\$0.0500
4/11/2018	Sold to Open	CALL	06/15/2018 / \$5	-23	\$0.4400
4/11/2018	Sold to Open	CALL	06/15/2018 / \$5	-25	\$0.3900
4/13/2018	Bought to Close	PUT	06/15/2018 / \$3	85	\$0.0500
4/17/2018	Bought to Close	PUT	01/18/2019 / \$5.5	25	\$1.1200
4/17/2018	Bought to Close	PUT	01/18/2019 / \$5.5	25	\$1.1300
4/18/2018	Bought to Close	CALL	01/18/2019 / \$5	30	\$1.2600
5/3/2018	Sold to Open	CALL	01/18/2019 / \$6	-10	\$0.6500
5/3/2018	Sold to Open	CALL	01/18/2019 / \$6	-10	\$0.6500
5/3/2018	Sold to Open	CALL	01/18/2019 / \$6	-5	\$0.6500
5/3/2018	Sold to Open	CALL	01/18/2019 / \$6	-3	\$0.6500
5/3/2018	Sold to Open	CALL	01/18/2019 / \$6	-2	\$0.8000
5/4/2018	Sold to Open	CALL	01/18/2019 / \$6	-20	\$0.9500
5/4/2018	Sold to Open	CALL	01/18/2019 / \$6	-15	\$0.9600
5/25/2018	Sold to Open	PUT	01/18/2019 / \$5.5	-25	\$0.8600
6/15/2018	Expired	CALL	06/15/2018 / \$5	98	\$0.0000
7/16/2018	Bought to Close	CALL	01/18/2019 / \$4.5	121	\$0.0500
7/16/2018	Bought to Close	CALL	09/21/2018 / \$5	50	\$0.0500
7/23/2018	Bought to Close	CALL	09/21/2018 / \$5	50	\$0.0500
7/26/2018	Bought to Close	CALL	01/18/2019 / \$6	65	\$0.0500
8/9/2018	Assigned	PUT	01/18/2019 / \$5.5	17	\$0.0000

Date	Transaction Type	Contract Type	Exp / Strike	Quantity	Price
9/21/2018	Expired	CALL	09/21/2018 / \$5	129	\$0.0000
1/18/2019	Assigned	PUT	01/18/2019 / \$5.5	8	\$0.0000
3/15/2019	Sold to Open	PUT	10/18/2019 / \$5	-15	\$0.9600
3/15/2019	Sold to Open	PUT	10/18/2019 / \$5	-15	\$0.9500
3/15/2019	Sold to Open	PUT	07/19//2019 / \$5	-15	\$0.7300
3/18/2019	Sold to Open	PUT	10/18/2019 / \$5	-11	\$0.9500
3/18/2019	Sold to Open	PUT	10/18/2019 / \$5	-19	\$0.9000
3/25/2019	Sold to Open	PUT	10/18/2019 / \$5	-40	\$0.9500
3/28/2019	Sold to Open	PUT	07/19//2019 / \$5	-25	\$0.7500
4/11/2019	Sold to Open	PUT	10/18/2019 / \$5	-50	\$0.8600
4/12/2019	Sold to Open	PUT	07/19//2019 / \$5	-14	\$0.5500
4/12/2019	Sold to Open	PUT	07/19//2019 / \$5	-26	\$0.5500
4/22/2019	Sold to Open	PUT	10/18/2019 / \$5	-50	\$0.8000
4/26/2019	Sold to Open	PUT	07/19//2019 / \$5	-35	\$0.6500
6/6/2019	Assigned	PUT	07/19//2019 / \$5	25	\$0.0000
6/11/2019	Assigned	PUT	07/19//2019 / \$5	90	\$0.0000
8/1/2019	Assigned	PUT	10/18/2019 / \$5	127	\$0.0000
8/13/2019	Assigned	PUT	10/18/2019 / \$5	28	\$0.0000
10/10/2019	Assigned	PUT	10/18/2019 / \$5	45	\$0.0000